

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000041408
Vermont Correctional Industries/Vermont
103 South Main Street
Waterbury VT 05671-1001
USA

| | | |
|---|--------------------|--|
| Contract ID 0000000000000000000014178 | | Page 1 of 2 |
| Contract Dates 10/01/2008 to 10/01/2009 | | Origin CPS |
| Description: CPS - VCI/OFFICE LOUNGE FURN | | Contract Maximum \$99,999,999,999.00 |
| Buyer Name McIntyre,John | Buyer Phone | Contract Status Approved |

Phone #:

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|--|-----|------------|---------|---------|
| 1 | 2489 | VCI FURNITURE COMPONENTS & ACCESSORIES. ALL PRODUCTS AND PRICING PER CURRENT VERMONT OFFENDER WORK PROGRAM/VCI PRICE LIST DATED OCTOBER 24, 2008. | EA | 0.01000 | 0.00 | 0.00 |

SEE ATTACHED ASSOCIATED DOCUMENT 14178_Furniture_PL_10-24-2008.pdf FOR PRICES

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH REVISED FURNITURE PRICE SHEET RECEIVED FROM VERMONT OFFENDER WORK PROGRAMS ON OCTOBER 16, 2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE OF CONTRACT: TO SUPPLY FURNITURE FROM VERMONT OFFENDER WORK PROGRAMS/VCI TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT PERIOD: OCTOBER 1, 2008 TO OCTOBER 1, 2009

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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